

MASSACHUSETTS STATE-WIDE WRECKING AND ENVIRONMENTAL
REMEDiation AGREEMENT

Between

THE MASSACHUSETTS BUILDING WRECKERS' AND ENVIRONMENTAL
REMEDiation SPECIALISTS ASSOCIATION, INC.

with

MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT
COUNCIL
in behalf of

BUILDING WRECKERS' LOCAL UNION 1421

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO



EFFECTIVE:

JULY 1 2012 - JUNE 30, 2016

ARTICLE I
TERRITORIAL JURISDICTION

This Agreement shall apply to the cities and towns in the Commonwealth of Massachusetts Zones rates for remediation workers only in this agreement will apply and not withstanding any thing to the contrary that rate will be the only recognition given to the zone. This is not to be construed as a change to the state wide territorial jurisdiction which this agreement affords.

ARTICLE XVIII
WORK JURISDICTION
COVERAGE AND DESCRIPTION OF BUILDING WRECKING AND
ENVIRONMENTAL REMEDIATION LABORERS' SPECIALIST WORK

Section 1. It is agreed that the Wrecking and Environmental Remediation Laborers' Specialist work shall include but not be limited to: the wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal

of all masonry and wood or metal fixtures for salvage or scrap. The operation of all small bulldozers, loaders, skid steers, backhoes, sweepers forklifts, telescopic boom forklifts or mast type, hydraulic breakers whether operated manually or remote controlled similar to Brokks and all floor covering removal equipment and machines and hulls as needed to breakup, load, move or stockpile material, debris and salvage. The operation of all tools, power or manual, for the completion of the wrecking laborers' work including torches, saws and power hammers whether electric or hydraulic or compressed air. The operation of light towers, all compressors and pumps irregardless of size, all temporary power generators of any type, size or fuel of any kind. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. The removal and disposal of asbestos. All removal, including the loading and unloading of materials carried away from the site of wrecking. All work in salvage and or recycling facilities in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup of debris, burning, backfilling, and landscaping of the site of wrecked structure. All work required for workman-like demolition in buildings or structures being demolished or to adjoining property or structures, whatever it might be, or any work in connection therewith.

It is further agreed that all removal, partial demolition, remodeling and interior gutting of buildings shall be the work of the wrecking laborer as well as the removal of the whole or part of any systems or part of a structure such as, but not limited to, walls, floors, ceilings, windows, flooring, all dismantling and removal of mechanical systems including but not limited to: electrical plumbing, sprinkler and heating. The dismantling and removal of all elevators and escalators including motors, cages, rails and switch gear shall be the work of the wrecking laborer. The removal of all roof systems including but not limited to tar and gravel, asphalt shingle and slate shall be the work of the wrecking laborer. The erection of all scaffolding, ramps, chutes for debris and protective aprons shall be the work of the wrecking laborer.

Section 2. It is further agreed that the wrecking laborer's specialist work includes the wrecking, dismantling and removal of any structure of any kind or any part or system thereof in whole or in part whether the complete tearing down and removal of an entire structure or the alteration or partial removal of a structure or the whole or part of any system thereof including the making of floor openings, wall openings, roof openings, slab openings and foundation openings as well as excavation of same.

Any and all work related to the demolition which serves to provide safety protection for the work performed or the workers including firewatch when required, shall be the work of the wrecking laborer.

The removal, handling and / or packaging of asbestos, lead paint, microbial, mold and all hazardous and toxic materials, oil and fuel tanks and other contaminants shall be the work of the environmental remediation laborers. The unloading, handling, distribution, erection and dismantling of all scaffolding is the work of the Building Wreckers and Environmental Remediation Specialist.

The building and placing of all protective devices and barriers, barricades, rails, chutes, brows, staging, fencing, shoring, bracing all as they are related to or are necessary to perform the demolition or dismantling work while the work is being executed and to provide a safe environment both before, during and after the demolition work is executed shall be the Wrecker's work.

Section 3. Laborer's work shall include but not be restricted to the following:

Warehouse: Drum identification and inventorying, drum sampling, off-loading drum contents, draining drums, drum removal, equipment cleaning and packaging (transformers, parts, etc.), building washing and decontamination, lab chemical handling and packaging, building of diked area for draining and cleaning operations, spreading of adsorbents, emptying of spill pans, loading of drums onto transportation equipment, feeding into drum crusher, hose handling, covering truck beds with plastic, hosing off trucks.

Buried Drums: Working from trench, uncover drums, establish conditions of drums, overpacking drums, applying adsorbents to leaked materials, shoveling used adsorbents and contaminated (stained) soil into drums, opening and sampling drums, labeling, monitoring work area, bulking liquid from drums.

Tanks: Opening man holes, vacuuming out liquid residues, entering and shoveling out tank/heel/sludge, decontaminating tank/washing, cut up tank using cold cut saws and shears, compacting small thin walled tanks.

General Site Work: Digging for buried lines, sewers, etc., erecting fence, moving portable pumps and hoses, filling in trenches, demucking sewer or drainage trenches, removal of miscellaneous steel, wood, trash, etc., building sandbag dikes, lining containment areas, clearing brush, cutting trees, operating air monitoring and sampling equipment, cleaning, repairing and maintenance of personal protective clothing and equipment, filling and refilling air tanks, filling slurry wall trench with cement/bentonite mixture, grout, etc., building dry wells, revegetation, installing erosion curtains, cleaning culverts, spreading rock/gravel for access roads, all general site cleanup operations and decontamination procedures for all equipment and/or personnel.

Section 4. The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith. The protection and all related safety procedures for the above-mentioned work.

ARTICLE XXVI
TERMINATION OF AGREEMENT

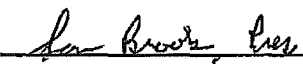
This Agreement will expire at midnight on June 30, 2016, but if neither party to this Agreement gives notice in writing sixty (60) days prior to the expiration date to the other party on or before July 1, 2016, that it desires a change after July 1, 2016, then this Agreement will continue in effect until July 1, 2017 and so on each year thereafter unless on or before the sixty (60) days prior to July 1, on any year thereafter, a notice is given by either party that it desires to change, modify or terminate this Agreement.

The provisions of this Agreement extending the jurisdictional coverage of the Agreement to work performed in Maine, New Hampshire and Vermont shall expire on December 31, 2015, unless both parties agree to extend it through the term of this Agreement.

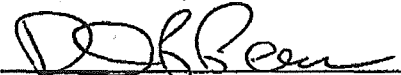
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on this 25th day of November, 2013.

*The Massachusetts Building Wreckers' and
Environmental Remediation Specialists
Association, Inc.*

135 N. Beacon Street
Watertown, MA 02272



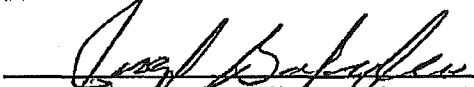
Sam Brooks, President



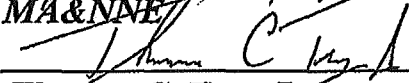
David P. Pearson, Vice President

*Massachusetts & Northern New England Laborers'
District Council Of The Laborers' International
Union Of North America*

i/b/o Building Wreckers' Local 1421, Tewksbury,
MA



**Joseph C. Bonfiglio, Business Manager
MA&NNE**



**Thomas C. Troy Jr.
President/Business Manager Local 1421**

Date: 11-25-13

Date: 11-25-13

Witnessed:



**Armand E. Sabitoni, General Secretary-Treasurer and
New England Regional Manager**

ASBESTOS REMOVAL MEMORANDUM

This Special Memorandum was originally entered into on July 12, 1991, and is reaffirmed without modification on November 25, 2013, by and between the undersigned parties and shall apply on all asbestos removal projects.

1. Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry.
2. Employees will be required to observe the regulations when leaving encapsulated areas for any reason.


This Memorandum shall be in full force and effect for a period of four (4) years from the date of signature and shall continue from year to year thereafter unless sixty (60) days Notice of Termination is given by either party in accordance with the terms of Article XXVI of the 2012-2016 Agreement.


The Massachusetts Building
Wreckers' and Environmental
Remediation Specialists Association, Inc.


Sam Brooks - President


David P. Pearson - Vice President

Massachusetts & Northern New
England Laborers' District Council


Joseph Bonfiglio, Business Manager


Thomas C. Troy Jr.
President/Business Mgr. Local 1421

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

of the laborers' International Union of North America, AFL-CIO

7 Laborers' Way

(508) 435-4164

Hopkinton, Massachusetts 01748

(617) 969-4018

Fax (508) 435-7982

www.masslaborers.org

STATE-WIDE WRECKING AGREEMENT

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

WAGES & FRINGE BENEFITS

***Information will be posted at www.Masslaborers.org when allocated

*Dues and LPL are Deducted from Wages

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2015
INCREASE	0.00	0.55	0.75	0.85	0.75	0.75	0.75	0.75
Group 1	31.80	32.35	33.10	33.50	***	***	***	***
Group 2	32.55	33.10	33.85	34.25				
Group 3	32.80	33.35	34.10	34.50				
Health Welfare	7.10	7.10	7.10	7.30				
Pension	7.05	7.05	7.05	7.30				
Annuity	5.40	5.40	5.40	5.40				

Group 1 Adzeman, Wrecking Laborer

Group 2 Burners, Jackhammers

Group 3 Small Backhoes, Loaders on Tracks, Bobcat Type Loaders, and Hydraulic "Brock"
Type Hammer Operators, Concrete Cutting Saws, Journeyman, Concrete Sawyer

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STATE-WIDE WRECKING AGREEMENT

Environmental Work (ONLY)

ZONE 1 **SUFFOLK COUNTY** (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands
MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford,
Melrose, **Newton**, Reading, Somerville, Stoneham, Wakefield, **Waltham**, **Watertown**,
Winchester, Winthrop, and Woburn only)
NORFOLK COUNTY (**Braintree**, Brookline, Dedham, Milton, **Quincy** and **Weymouth** only)

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

**** Dues and LPL are Deducted from wages**

WAGES & FRINGE BENEFITS

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2015
INCREASE	0.00	0.55	0.75	0.85	0.75	0.75	0.75	0.75
*Wages	31.80	32.35	33.10	33.50	***	***	***	***
Health Welfare	7.10	7.10	7.10	7.30				
Pension	7.05	7.05	7.05	7.30				
Annuity	5.40	5.40	5.40	5.40				

ZONE 2

The Counties of BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET,
PLYMOUTH, and WORCESTER

MIDDLESEX COUNTY (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett,
Malden, Medford, Melrose, **Newton**, Reading, Somerville, Stoneham, Wakefield, **Waltham**,
Watertown, Winchester, Winthrop, Woburn)

NORFOLK COUNTY (with the exception of **Braintree**, Brookline, Dedham, Milton,
Quincy and Weymouth), ROCKINGHAM COUNTY (Salem, N.H. Only)

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2015
INCREASE	0.00	0.30	0.50	0.60	0.50	0.50	0.50	0.50
*Wages	29.35	29.65	29.90	30.05	**	**	**	**
Health Welfare	7.10	7.10	7.10	7.30				
Pension	7.05	7.05	7.05	7.30				
Annuity	4.50	4.50	4.75	4.75				

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STATE-WIDE WRECKING AGREEMENT

Environmental Work (ONLY)

ZONE 3

HAMPDEN COUNTY

HAMPSHIRE COUNTY (with the exception of Chesterfield, Cummington, Goshen,
Middlefield, Plainfield, and Worthington)

FRANKLIN COUNTY (with the exception of Ashfield, Buckland, Charlemont, Hawley,
Heath, Orange, Rowe, and Warwick)

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

*** Dues and LPL are Deducted from wages**

WAGES & FRINGE BENEFITS

	06/04/12	12/03/12	06/03/13	12/02/13	06/02/14	12/01/14	06/01/15	12/07/15
INCREASE	1.00	0.95	0.64	0.74	0.66	0.66	0.69	0.68
**Wages	26.44	27.05	27.40	27.69				
H & W	7.10	7.10	7.10	7.30				
Pension	7.05	7.05	7.05	7.30				
Annuity	2.80	3.14	3.43	3.43				

ZONE 4

BERKSHIRE COUNTY

FRANKLIN COUNTY (the towns of Ashfield, Buckland, Charlemont, Hawley, Heath, and Rowe only)

HAMPSHIRE COUNTY (The towns of Chesterfield, Cummington, Goshen, Middlefield, Plainfield,
and Worthington only)

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2016
INCREASE	1.00	0.25	0.75	0.75	0.75	0.75		
**Wages	22.75	22.80	23.00	23.30				
Health								
Welfare	7.10	7.10	7.10	7.30				
Pension	7.05	7.05	7.05	7.30				
Annuity	1.15	1.35	1.90	1.90				